



**PRINCIPAL'S EMPLOYMENT CONTRACT**

**AGREEMENT** made this 23<sup>rd</sup> day of June, 2016, between the **BOARD OF EDUCATION OF AVOCA SCHOOL DISTRICT NO. 37, COOK COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **MATTHEW J. PALCER**, hereinafter referred to as the "Principal."

**W I T N E S S E T H:**

**A. EMPLOYMENT AND COMPENSATION**

**1. Contract Duration and Annual Salary**

The Board hereby employs the Principal for two (2) years, commencing July 1, 2016, and terminating on June 30, 2018, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Principal an annual salary during the term of this contract of One Hundred Forty-Two Thousand Seven Hundred Twenty-Five Dollars (\$142,725), in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Principal hereby accepts employment upon the terms and conditions hereinafter set forth. The Principal's salary shall be subject to annual adjustment after the Board's annual review and evaluation of the Principal's performance, including the Principal's attainment of the identified performance goals as set forth in this Agreement.

**2. TRS and THIS Contributions**

The total compensation to be paid for and on behalf of the Principal as stated in paragraph A.1 is the aggregate of the basic sum the Board is to pay to the Principal, withholding as required by law or authorized by the Employee, including the Principal's contribution to the State of Illinois Teachers' Retirement System (TRS) in the amount equal to and in satisfaction of the Principal's statutory contribution to TRS, and the Principal's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). The Principal does not have any right or claim to said amounts contributed by the Board on the Principal's behalf except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Principal does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid to TRS, and that such contributions are made as a condition of employment to secure the Principal's future services, knowledge, and experience.

**3. Salary Adjustments**

Any salary or other adjustment or modification in the Principal's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Principal, nor as an extension of the termination date of this contract.



4. **Certificate**

During the term of this contract, the Principal shall hold a valid and properly registered certificate or license issued by the State of Illinois Teachers' Certification Board qualifying him to act as a Principal of the School District.

5. **Waiver of Tenure**

The Principal acknowledges that, by accepting the terms of this multi-year Principal's Employment Agreement, the Principal waives any right to tenure in the District for the duration of this multi-year Agreement, or any multi-year extension hereof, pursuant to Section 5/10-23.8a of *The School Code*.

B. **BENEFITS**

1. **Insurance Benefits and Conditions**

The Board will provide the Principal with the following insurance benefits:

- a. The Principal will receive Board paid family health and dental insurance, or alternatively, board paid family dental insurance and a family health insurance cash option.
- b. Term life insurance in the amount of Fifty Thousand Dollars (\$50,000).
- c. The Board reserves the right to adjust or modify the District's contribution towards the Principal's hospitalization and medical insurance for subsequent contract years based upon any Health Care Reform Act (HCRA) or Affordable Care Act (ACA) requirements, penalties, or assessments, provided, to the extent possible, the Board shall review and consider options which will avoid a potential TRS ruling that any such modification in health insurance contributions results in an employer-paid fringe benefit conversion issue under TRS Rules.

2. **Vacation**

The Principal shall be entitled to a paid vacation, accruing at an annual rate of twenty-five (25) working days during the contract year, exclusive of legal and school holidays. Winter, Spring, and Summer recess periods shall constitute work days unless specifically scheduled and credited toward the vacation days listed above. The Principal must notify the Superintendent at least two (2) weeks in advance of any planned vacation and to obtain pre-approval for any request for vacation in excess of five (5) consecutive work days. Vacation must be taken within the twelve-month contract year, provided, however, accrued, unused vacation days may be carried over until August 31 of the following contract year. Vacation days not utilized shall not accumulate and shall not be paid for if not taken. The Principal will receive compensation in an amount equal to the value of any accumulated vacation days upon his resignation or termination from employment. Payment for any unused vacation days upon separation from employment shall be issued thirty (30) days after the Principal's last workday or final paycheck, whichever occurs last.



**3. Sick Leave and Personal Leave**

The Principal shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) workdays per contract year. Unused sick leave days may be accumulated to a maximum of three hundred sixty (360) days.

The Principal shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall accumulate and carry over from year-to-year, and shall be credited towards the Principal's accumulated sick leave.

**4. Other Benefits**

(a) The Principal shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Principal satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Principal for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

**C. DUTIES**

**1. Duties**

The duties and responsibilities of the Principal shall be those duties set forth in the Principal's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Principal agrees to devote his best efforts to the educational program of the School District and shall not undertake nor accept other employment or responsibilities, which will conflict with his assigned duties.

**D. PERFORMANCE GOALS AND OBJECTIVES**

**1. Student Performance and Academic Improvement Goals**

The Principal acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year contract is subject to performance-based goals, which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Principal. As part of the annual evaluation, the Principal and Superintendent shall meet to review the Principal's progress towards the following student performance and academic improvement goals.



**a. Student Performance**

1. Evaluate the assessment results of standardized tests given by the District and the State, analyze and compare such data with prior years' data, meet with teachers to discuss the results, identify areas of weakness to be emphasized in the school improvement plan, and annually present recommendations to the Superintendent for improvement of such results.
2. Identify students not meeting learning standards and develop a plan to improve their performance.

**b. Academic Improvement**

1. Supervise, observe, & evaluate personnel supervised in a manner conducive to improvement of instruction and professional growth, and in alignment with the Avoca Professional Growth and Appraisal System.

**2. Board/Administration Goals and Objectives**

1. In alignment with the Performance Evaluation Reform Act (PERA) of 2010 (096-0861), Principal performance goals will be developed collaboratively with the Principal and the Superintendent annually based upon the results of the Principal's performance evaluation conducted in the previous year and aligned to the Illinois Performance Standards for School Leaders.

**E. EVALUATION**

The Superintendent in consultation with the Board shall review and assess the Principal's performance on an annual basis. The Superintendent will meet with the Principal to review the Principal's performance of assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Principal's student performance and academic improvement goals.

This contract may be extended at the end of any contract year by mutual agreement of the Board and the Principal provided all of the student performance and academic improvement goals set forth are met by the Principal based upon the performance review and assessment by the Superintendent.

**F. TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or



- (e) Resignation, provided, however, the Principal shall provide the Board at least sixty (60) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Principal has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of three (3) months or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Principal shall be entitled to a hearing before the Board if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Principal's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Principal, which is seriously detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Principal, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Principal chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in executive session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:*** Board of Education  
Avoca School District No. 37  
2921 Illinois Road  
Wilmette IL 60091
- (b) ***If to the Administrator:*** Matthew J. Palcer  
3170 N. Sheridan Rd., Apt. 808  
Chicago IL 60657

(or to the last known address of the Principal contained in the official School business records).



H. **APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 23rd day of June, 2016.

**PRINCIPAL**

\_\_\_\_\_  
Matthew J. Palcer

**BOARD OF EDUCATION OF  
AVOCA SCHOOL DISTRICT NO. 37  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Jeffrey Greengoss, Board President

ATTEST:

\_\_\_\_\_  
Kevin Jauch, Board Secretary